

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF VIRGINIA
Abingdon Division

C. PAUL STANLEY, Administrator of the
Estate of William Edward Smith, Sr., and
C. PAUL STANLEY, Administrator of the
Estate of William Edward Smith, Jr.,

FILED IN OPEN COURT
DATE 9-17-10
BY H. COOK
Abg DEPUTY CLERK
DIVISION, W.D. of VA

Plaintiffs/Petitioner,

v.

Civil Action No. 1:10-cv-10

STAR TRANSPORT, INC.,
EZZELL FURGERSON, individually, and
Fictitious Defendants A, B and C,

Defendants/Respondents.

ORDER

On the 17th day of September, 2010, this case came to be heard to settle all matters between C. Paul Stanley (the "Administrator"), as Administrator for the Estate of William Edward Smith, Jr. ("Smith Jr."), Ezzell Furgerson ("Furgerson"), Star Transport, Inc. ("Star Transport") and Illinois National Insurance Company ("Illinois National Insurance").

Upon consideration whereof, it appearing to the Court that all parties interested and required by law to be convened have been convened, and that Smith Jr. sustained fatal personal injuries on February 5, 2010, while involved in a vehicle accident involving a tractor-trailer operated by Furgerson, Star Transport's employee, in Wythe County, Virginia.

Illinois National Insurance, the insurance carrier for Star Transport and Furgerson, offered to compromise the claim for the sum total of FOUR HUNDRED SEVENTY THOUSAND DOLLARS and no cents (\$470,000.00), in exchange for a full and mutual release

of all claims against Star Transport, Furgerson and Illinois National Insurance (collectively referred to hereafter as the "Releasees").

The Administrator has agreed to accept the aforesaid sum in exchange for a full and final release of all claims, and have requested that this compromise be approved by the Court pursuant to Virginia Code § 8.01-55 (1950), as amended.

And the Court having heard the evidence and being of the opinion that the compromise offer of \$470,000.00 for the death of Smith Jr., as set forth above, is fair and reasonable and should be accepted, the Court APPROVES and CONFIRMS the compromise.

Be it further ORDERED and ADJUDGED that said compromise settlement described above shall be distributed as follows:

Party	Amount	Interest
Slocumb Law Firm, LLC	<u>\$29,601.72</u>	For their costs expended
Slocumb Law Firm, LLC	<u>\$188,000.00</u>	For fees and their representation
Funeral and Burial Expenses	<u>\$13,094.00</u>	As paid by Slocumb Law Firm, LLC
Total Outstanding Expenses	<u>\$230,695.72</u>	
C. Paul Stanley, Administrator	<u>\$239,304.28</u>	To be distributed pursuant to the terms specific in this Order
Total Amount Disbursed	<u>\$ 470,000.00</u>	

The above expenditures are approved and ordered by the Court to be paid and disposed of by counsel for the Administrator, Slocumb Law Firm, LLC, in accordance with the terms of this Order.

Further, it does not appear that there are any unpaid medical expenses, funeral expenses (other than those listed above), or other liens asserted against the settlement. The Administrator

agrees that this dispersal satisfies all of the outstanding medical charges and liens for Smith Jr.'s treatment and injuries and that, should they be placed on notice of any other liens by any hospital, physician, nurse, physical therapist, pharmacy or any other healthcare provider for any services rendered pursuant to Virginia Code § 8.01-66.2 (1950), as amended, for treatment related to Smith Jr.'s injuries, or for any funeral or other post-mortem services rendered, they will indemnify, hold harmless, and discharge the Releasees, as well as their respective insurers, successors, agents and assigns, from and against any and all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such lien.

Further, the Administrator agrees that should he be placed on notice of any lien by any other entity, medical provider, or sovereign (such as the Commonwealth of Virginia or any of its agents) including, but not limited to, or any other expenditure or payment made by Smith Jr.'s estate following his demise, the Administrator will indemnify, hold harmless and discharge the Releasees, as well as their respective insurers, successors, agents and assigns, from and against any and all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such lien or interest.

Further, the Court appointed Brandon Snodgrass as guardian *ad litem* on behalf of Thomas Wearran, and Ben Sharp as guardian *ad litem* on behalf of Elijah Ellis, both minors, and the Court orders Illinois National Insurance to pay \$600⁰⁰ to Mr. Snodgrass for his services and \$900⁰⁰ to Mr. Sharp for his services.

Further, that Brandy Spradling, Smith Jr.'s half-sister, has waived her right to recover as a beneficiary of the Estate of Smith Jr., and the beneficiaries of Smith Jr.'s estate as provided by counsel for the Administrator are noted as follows, together with a description of the interest

claimed in Smith Jr.'s estate, and the Court, after hearing evidence provided by the beneficiaries, finds that they are entitled to the following sums:

Beneficiary	Relationship	Amount
Donna Henderson	Mother	<u>\$74,304.28</u>
Joseph Smith	Brother	<u>\$75,000.00</u>
Andrew Smith	Brother	<u>\$75,000.00</u>
Thomas Wearran	Half-brother	<u>\$15,000.00</u>
Elijah Ellis	Half-brother	<u>\$0.00</u>
Total Amount Disbursed to Beneficiaries	<u>\$239,304.28</u>	

Thereupon, Illinois National Insurance paid the sum of \$470,000.00 in exchange for a full and final release of all claims in interest against the Releasees, to the Administrator, who acknowledges receipt thereof by his signature below.

The settlement proceeds for Thomas Wearran of FIFTEEN THOUSAND DOLLARS and 00/100 (\$15,000.00) shall be paid by the Administrator to:

Clk of the U.S. District Court for the Western District.
attention Jared Martin, PO Box 1234, Remore, VA 24006,
to be held in the registry of the Court in an interest bearing account,
 Whereupon, the Court ORDERS and ADJUDGES that the Releasees, as well as their
 respective insurers, successors, agents and assigns, be forever released and discharged of and
 from any and all liability, actions or claims which might be asserted against them by or in the
 name of Smith Jr. and/or his estate as set out in the proceeding, including any claim for property
 damage, wrongful death, personal injury, medical expenses incurred in the past, known or
for the benefit of Thomas Wearran until further order of the Court

unknown, or any other action arising out of the incident that occurred on or about February 5, 2010. The Court incorporates the terms of Exhibit A into this Order.

It is further ORDERED that this action be DISMISSED AGREED WITH PREJUDICE and placed with the Court's ended causes.

ENTERED: 9/17/10

JUDGE: [Signature]

We ask for this:

[Signature]
Michael W. Slocumb
Slocumb Law Firm, LLC
145 East Magnolia Avenue, Suite 201
Auburn, AL 36830

[Signature]
Thomas M. Jackson, Jr.
Jackson & Associates
Post Office Box 130
Hillsville, VA 34343

Counsel for the Administrator

[Signature]
David W. Hearn, Esquire
Justin W. Ward, Esquire
Sands Anderson PC
1111 East Main Street, Suite 2400
Richmond, VA 23219-1998
Counsel for Ezzell Furgerson and Star Transport, Inc.